SUPREME COURT OF THE STATE OF NEW YORK

COUNTY OF NEW YORK

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WILLIAM MATTHEW HAWK and

JOSE DALBY CONTRERAS REYES,

Plaintiffs, **Index No.: _____**

-against- **SUMMON**

SALVADOR CATRAIN CALDERÓN,

Defendant.

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To the above-named Defendant:

YOU ARE HEREBY SUMMONED and required to serve upon the Plaintiffs your Answer to the Verified Complaint in this action within **twenty (20) days** after the service of this Summons, exclusive of the day of service. If this Summons is not personally delivered to you within the State of New York, you are required to serve your Answer within **thirty (30) days** after service is complete.

Failure to appear and answer will result in a judgment being taken against you by default for the relief demanded in the Verified Complaint.

Dated: May 15, 2025 **New York, New York**

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Pro Se Plaintiff

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To:
Salvador Catrain Calderón

Park Lane Hotel

36 Central Park S South

New York, New York 10019

SUPREME COURT OF THE STATE OF NEW YORK

COUNTY OF NEW YORK

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WILLIAM MATTHEW HAWK and

JOSE DALBY CONTRERAS REYES,

Plaintiffs,

-against-

SALVADOR CATRAIN CALDERÓN,

Defendant.

Index No.: _____

VERIFIED COMPLAINT

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Plaintiffs **William Matthew Hawk** ("Hawk") and **Jose Dalby Contreras Reyes** ("Contreras"), appearing *pro se*, for their Verified Complaint against Defendant **Salvador Catrain Calderón** ("Catrain"), allege upon personal knowledge as to their own acts and upon information and belief as to all other matters as follows:

NATURE OF THE ACTION

1. This action arises from Defendant's misuse of the legal system to perpetrate a fraud against the Plaintiffs by initiating a baseless collection lawsuit in Florida based on a forged promissory note. Plaintiffs, both residents of New York, were forced to expend significant legal resources and time defending themselves against knowingly false claims, including manipulated affidavits and sworn pleadings.

2. Defendant, a Dominican national presently located in New York, filed and verified false documents, amended pleadings after being confronted with evidence of forgery, and coordinated the submission of misleading witness affidavits, all for the improper purpose of financial gain and reputational harm to Plaintiffs.
3. Plaintiffs bring this action in New York Supreme Court because they reside in New York, suffered the bulk of their damages here, and Defendant is currently present in the jurisdiction. Plaintiffs seek compensatory damages for fraud, abuse of process, and consequential expenses incurred in defending against Defendant's misconduct.

PRELIMINARY STATEMENT

4. This action arises from Defendant's calculated misuse of the United States legal system to defraud Plaintiffs by initiating a baseless debt collection lawsuit in Florida state court based on a forged promissory note. Defendant's claim was supported by knowingly false affidavits and verified pleadings, all of which caused Plaintiffs to incur substantial legal expenses and reputational harm.
5. After Plaintiffs confronted Defendant with official migratory records demonstrating that they could not have executed the promissory note in the Dominican Republic on June 11, 2021, Defendant amended the Florida complaint to refer only to "June 2021," while still relying on the same notarial act dated June 11, 2021, and verifying that amended pleading under oath.
6. During discovery, Defendant submitted multiple affidavits from close associates, all of which asserted a new purported signing date of June 22, 2021. These affidavits were filed before Plaintiffs discovered that the witness signature had

been forged, and appear to have been coordinated to retroactively address the impossibility of the original date. Plaintiffs later observed metadata and internal inconsistencies within these affidavits suggesting post-creation manipulation, although no expert forensic analysis has been conducted to date.

7. Following the exposure of the forged witness signature—confirmed by expert handwriting analysis—Defendant voluntarily dismissed the action with prejudice in the U.S. District Court for the Southern District of Florida. However, by that point, Plaintiffs had already endured months of litigation, incurred significant legal expenses, and suffered reputational harm.
8. Plaintiffs now seek to hold Defendant accountable for fraud, abuse of process, and related torts in the courts of New York, where they reside and where they suffered damages.

PARTIES

9. Plaintiff **William Matthew Hawk** is a natural person and resident of New York County, New York.
10. Plaintiff **Jose Dalby Contreras Reyes** is a natural person and resident of New York County, New York.
11. Defendant **Salvador Catrain Calderón** is a natural person and a citizen and resident of the Dominican Republic.

JURISDICTION AND VENUE

12. Jurisdiction is proper under **CPLR §§ 301 and 302**, as Defendant committed tortious acts outside the state that caused injury to Plaintiffs within New York.

Plaintiffs are New York residents who suffered harm in this state. Additionally, Defendant served process on Plaintiff Hawk while Hawk was located in New York, further supporting jurisdiction.

13. Venue is proper in New York County pursuant to **CPLR § 503(a)**, as both Plaintiffs reside in this county and the harm was sustained here.

FACTUAL ALLEGATIONS

14. On August 18, 2024, Defendant Catrain filed a lawsuit in the Circuit Court of Miami-Dade County, Florida, alleging that Plaintiffs Hawk and Contreras defaulted on a $295,000 promissory note purportedly signed on June 11, 2021, in Santo Domingo, Dominican Republic.
15. The promissory note was notarized by Magaly Calderón and witnessed by, among others, Jenny Hortencia Mena, Defendant's receptionist.
16. Upon review of their records, Plaintiffs obtained certified and apostilled migratory records from the Dominican government confirming that both Plaintiffs were physically present in the United States on June 11, 2021.
17. Plaintiffs promptly informed Defendant's counsel of this discrepancy in September 2024, prior to retaining litigation counsel.
18. On or about September 26, 2024, Defendant filed an Amended Verified Complaint in the Florida action, modifying the signature date to "June 2021" without specifying a day, while continuing to rely on the same notarized promissory note dated June 11, 2021.
19. In response to the apparent inconsistency, Defendant submitted five affidavits from individuals within his personal and professional network, all attesting that

the note was signed on or about June 22, 2021. These affidavits were submitted prior to the discovery of the forged witness signature.

20. Plaintiffs later observed metadata and formatting anomalies in the affidavit documents suggestive of post-creation manipulation. No expert examination has been conducted to date on these affidavits.

21. Shortly thereafter, Plaintiffs retained forensic handwriting expert Patricia J. Hale, who issued a report concluding that the signature attributed to Jenny Hortencia Mena on the promissory note was not authored by her.

22. Plaintiffs subsequently retained counsel and removed the matter to the United States District Court for the Southern District of Florida, seeking impartial adjudication.

23. On March 27, 2025, following disclosure of the forgery and expert findings, Defendant voluntarily dismissed the action with prejudice.

24. The federal court expressly noted that Plaintiffs could pursue claims in a separate forum.

25. Although the Florida action was captioned under "Catrain Business Management S.L.R.," the fraudulent representations, verifications, and filings were made personally by Salvador Catrain. Plaintiffs bring this action against him individually based on his direct involvement and orchestration of the fraudulent conduct.

26. Upon information and belief, Defendant is present in the United States under a B2 tourist visa, which does not permit the initiation of commercial litigation. Nevertheless, Defendant initiated a debt collection action in Florida against Plaintiffs.

27. Upon information and belief, Defendant was aware that Plaintiffs were not in the Dominican Republic on June 11, 2021, and deliberately altered sworn pleadings to avoid dismissal. His intent was to obtain an unjust financial settlement or to pressure Plaintiffs through prolonged litigation.
28. As a direct result of Defendant's actions, Plaintiffs incurred substantial legal fees, expert costs, emotional distress, and reputational harm.

FIRST CAUSE OF ACTION — FRAUD

29. Plaintiffs repeat and reallege paragraphs 1 through 28 as if fully set forth herein.
30. Defendant knowingly submitted a forged promissory note in support of a civil complaint filed in Florida state court.
31. Defendant later verified an amended complaint under oath, despite having been alerted to the inaccuracy of the alleged execution date.
32. These acts constitute common law fraud under New York law.

    See *Ambac Assurance Corp. v. Countrywide Home Loans, Inc.*, 31 N.Y.3d 569 (2018).
33. Plaintiffs justifiably relied on Defendant's representations as presented through formal legal process and were compelled to defend against a fraudulent claim.
34. As a direct and proximate result of Defendant's fraudulent conduct, Plaintiffs suffered monetary damages in an amount not exceeding $74,500.

SECOND CAUSE OF ACTION — ABUSE OF PROCESS

35. Plaintiffs repeat and reallege paragraphs 1 through 34 as if fully set forth herein.

36. Defendant willfully employed legal process, including the filing of a lawsuit and use of discovery mechanisms, for an ulterior purpose—namely to harass, pressure, and damage the reputation of Plaintiffs.

37. Defendant's coordinated submission of affidavits from interested parties, shifting timelines, and evasive pleadings reflect a deliberate effort to misuse judicial process for collateral objectives unrelated to legitimate litigation.

38. These actions constitute abuse of process under New York law.

See *Savino v. City of New York*, 331 F.3d 63 (2d Cir. 2003).

39. Plaintiffs suffered actual harm as a result, including legal expense, emotional distress, and reputational injury.

THIRD CAUSE OF ACTION — LEGAL FEES AS DAMAGES

40. Plaintiffs repeat and reallege paragraphs 1 through 39 as if fully set forth herein.

41. Defendant's wrongful conduct—including submission of forged documents and misrepresentations under oath—directly caused Plaintiffs to incur significant legal fees, expert witness expenses, and related litigation costs.

42. Under New York common law, legal fees may be recoverable as consequential damages when incurred as a natural and foreseeable result of the wrongful conduct of another.

See *Blue Ridge Investments, L.L.C. v. Republic of Argentina*, 735 F.3d 72 (2d Cir. 2013).

FOURTH CAUSE OF ACTION — DECLARATORY RELIEF

43. Plaintiffs repeat and reallege paragraphs 1 through 42 as if fully set forth herein.

44. An actual, justiciable controversy exists between the parties concerning the enforceability and authenticity of the promissory note at the center of the prior Florida litigation.

45. Defendant has previously asserted rights under the purported note and may attempt to do so again in another jurisdiction or proceeding.

46. Plaintiffs seek a judicial declaration, pursuant to CPLR §3001, that the alleged promissory note dated June 11, 2021, is void, unenforceable, and legally ineffective due to fraud and forgery.

47. A declaratory judgment is necessary to prevent further legal uncertainty and harassment, and to resolve the controversy between the parties conclusively.

WHEREFORE, Plaintiffs demand judgment as follows:

(a) Compensatory damages in an amount not to exceed $74,500;

(b) Costs of suit, including expert witness fees and litigation-related expenses;

(c) A judicial declaration pursuant to CPLR §3001 that the alleged promissory note dated June 11, 2021, is void, unenforceable, and of no legal effect;

(d) Such other and further relief as the Court may deem just and proper.

JURY DEMAND

Pursuant to CPLR §4101, Plaintiffs demand a trial by jury on all issues so triable.

Dated: May 15, 2025

New York, New York

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VERIFICATION

We, **William Matthew Hawk** and **Jose Dalby Contreras Reyes**, affirm under penalty of perjury that we have read the foregoing Verified Complaint and that the allegations therein are true to the best of our knowledge, information, and belief.

William Matthew Hawk

Jose Dalby Contreras Reyes

Dated: May 15, 2025